

# **EXHIBIT B**

**CUSTOMER CLAIM**

Claim Number \_\_\_\_\_

Date Received \_\_\_\_\_

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

In Liquidation

**DECEMBER 11, 2008**

(Please print or type)

Name of Customer: Stephen Wilkes  
Mailing Address: 17 Crooked Mile Road  
City: Winstport State: CT Zip: 06880  
Account No.: 1 CM 865  
Taxpayer I.D. Number (Social Security No.): 117-50-1691  
ID # 20-0724288

**NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.**

\*\*\*\*\*

1. Claim for money balances as of **December 11, 2008:**

- a. The Broker owes me a Credit (Cr.) Balance of \$ 0
- b. I owe the Broker a Debit (Dr.) Balance of \$ 0 N/A
- c. If you wish to repay the Debit Balance,  
please insert the amount you wish to repay and  
attach a check payable to "Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC."  
If you wish to make a payment, **it must be enclosed**  
with this claim form. \$ 0
- d. If balance is zero, insert "None." 0

2. Claim for securities as of **December 11, 2008**:

**PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.**

	<u>YES</u>	<u>NO</u>
a. The Broker owes me securities	<u>✓</u>	<u>          </u>
b. I owe the Broker securities	<u>          </u>	<u>✓</u>
c. If yes to either, please list below:		

Date of Transaction (trade date)	Name of Security	Number of Shares or Face Amount of Bonds	
		The Broker Owes Me (Long)	I Owe the Broker (Short)
<u>          </u>	<u>Please see the attached</u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>November 30, 2008 account</u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>statement at Exhibit D.</u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or information regarding any withdrawals you have ever made or payments received from the Debtor.

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

**PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.**

**NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.**

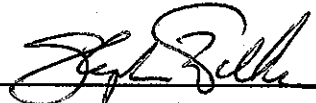
- |    |  | <u>YES</u> | <u>NO</u> |
|----|--|------------|-----------|
| 3. | Has there been any change in your account since December 11, 2008? If so, please explain.  | _____      | _____✓    |
| 4. | Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker?   | _____      | _____✓    |
| 5. | Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker? | _____      | _____✓    |
| 6. | Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s)    | _____      | _____✓    |
| 7. | Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming.                         | _____      | _____✓    |
| 8. | Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers.                   | _____      | _____✓    |
| 9. | Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? if so, give name of that broker.  | _____      | _____✓    |

Please list the full name and address of anyone assisting you in the preparation of this claim form: Brian J. Neville Esq., Law + Neville LLP  
1418 Broadway suite 1407 New York, NY 10018

If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

**IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.**

**THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.**

Date 5/21/09 Signature   
Date \_\_\_\_\_ Signature \_\_\_\_\_

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

**This customer claim form must be completed and mailed promptly, together with supporting documentation, etc. to:**

Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201

**LAX**  
**NEVILLE**

**LAX & NEVILLE, LLP**  
**ATTORNEYS AT LAW**

1412 Broadway, Suite 1407  
New York, NY 10018  
Tel (212) 696-1999  
Fax (212) 566-4531  
www.laxneville.com

**BARRY R. LAX**  
**BRIAN J. NEVILLE**

**BRIAN MADDOX**  
**SANDRA P. ESPINOSA**  
**RAQUEL TERRIGNO**

**OF COUNSEL:**  
**DAVID S. RICH**

**PROTECTIVE CLAIM**

June 26, 2009

**VIA FEDERAL EXPRESS**

Irving H. Picard  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Avenue, Suite 800  
Dallas, TX 75201

RE: Stephen Wilkes /Bernard L. Madoff Investment Securities LLC

Dear Mr. Picard:

This firm represents Stephen Wilkes, partner of the Wilkes Family Partnership. On February 10, 2009, the Wilkes Family Partnership filed a SIPC Customer Claim Form. Stephen Wilkes and the other partners of the Wilkes Family Partnership are electing to submit individual SIPC Claim Forms. Stephen Wilkes is filing a protective claim to protect any rights that he may have if the law changes or if a legal determination is made that individual partners are entitled to payments by SIPC. The other partners, Bette Wilkes, Samuel Wilkes and Jennie Wilkes, are simultaneously submitting individual SIPC Claim Forms. Enclosed herein you will find a completed Bernard L. Madoff Investment Securities LLC ("Madoff Securities") Customer Claim Form for Stephen Wilkes. Below is a description of the relationship between Stephen Wilkes and Madoff Securities. The statements made in this letter are true and accurate to the best of our knowledge and belief, and are being provided to support Stephen Wilkes's SIPC claims.

**LAX**  
**NEVILLE**

Irving H. Picard  
June 26, 2009  
Page 2 of 3

In or about February 2004, Stephen Wilkes opened an account with Madoff Securities on behalf of the Wilkes Family Partnership. Attached hereto as Exhibit A is the Madoff Securities Account Information Verification Form. Stephen Wilkes is a partner of the Wilkes Family Partnership, together with Bette Wilkes, Samuel Wilkes and Jennie Wilkes. Attached hereto as Exhibit B is the General Partnership Agreement for the Wilkes Family Partnership. Stephen Wilkes and the other partners invested a total of \$1,240,000.00 into their account with Madoff Securities. Attached hereto as Exhibit C are wire transfer documents reflecting the deposits made in the account. Stephen Wilkes received account statements and confirmations from Madoff Securities reflecting the securities purchased and showing the Wilkes Family Partnership held securities in the account. Attached hereto as Exhibit D are Madoff Securities account statements for March 2004 through November 2008. Also attached hereto as Exhibit E are Madoff Securities confirmations, which list SIPC membership, for November 2008. Based upon the account statements and confirmations, Stephen Wilkes at all times expected to have those securities in the Wilkes Family Partnership account. The balance in the Wilkes Family Partnership account as of the filing date is \$2,100,602.26. See the Wilkes Family Partnership November 30, 2008 account statement as Exhibit D. Stephen Wilkes and the other partners of the Wilkes Family Partnership did not withdraw any funds from the account at any time.

#### **CONCLUSION**

Stephen Wilkes is seeking the full protection of SIPA as follows:

-	Account No: I-CM865-3-0	Stephen Wilkes, Partner of the Wilkes Family Partnership
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Total = **\$2,100,602.26**

**LAX**  
**NEVILLE**

Irving H. Picard  
June 26, 2009  
Page 3 of 3

If there are any questions regarding this matter or if you require additional documents and information, please do not hesitate to contact me. Thank you.

Very truly yours,  
Lax & Neville, LLP

By: Brian J. Neville/sre  
Brian J. Neville

ENC.



# EXHIBIT A



**BERNARD L. MADOFF**  
**INVESTMENT SECURITIES LLC**  
885 Third Avenue New York, NY 10022

212 230-2424  
800 334-1343  
Fax 212 838-4061

WILKES FAMILY PARTNERSHIP  
17 CROOKED MILE RD  
WESTPORT, CT 06880

February 13, 2004

Account Information Verification

Account: 1CM885

Dear Client:  
In accordance with SEC regulation 17a-3: Books and Records, we are required to verify that the following information is complete and accurate.

Account Name and Address  
WILKES FAMILY PARTNERSHIP  
17 CROOKED MILE RD  
WESTPORT, CT 06880

Account Information  
Account Type:  
Investment Objective:  
Annual Income:  
Net Worth:

Partnership  
\* Trading Income

Customer Information

Name: WILKES FAMILY PARTNERSHIP

Alternate Address  
NONE

Street: 17 CROOKED MILE RD  
Apt/Suite:  
City: WESTPORT  
State: CT - CONNECTICUT  
Country: UNITED STATES  
Province:  
Zip Code: 06880  
Home: (203)-984-1572  
Business: (203)-228-7595  
Tax ID: ON FILE  
DOB:  
Occupation:  
Company/Firm:  
Member Firm:

If any of your account or customer information is found to be inaccurate, please contact us at  
212 230-2424

\* Trading Income - Emphasis on short-term trading practices to capitalize on market fluctuations. This objective is associated with market risk.

Affiliated with:  
Madoff Securities International Limited  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel. 020-7493 6222

# 1, 2 30, 1000  
31  
==

# EXHIBIT B

**GENERAL PARTNERSHIP AGREEMENT**

**THE WILKES FAMILY PARTNERSHIP**

THIS PARTNERSHIP AGREEMENT, made and entered into as of this 20<sup>th</sup> day  
of April, 2004, by and between the following listed persons as Partners:

<u>Name</u>	<u>Address</u>	<u>Number of General Partnership Units</u>
Stephen Wilkes	17 Crooked Mile Road Westport, CT 06880	30
Bette Wilkes	17 Crooked Mile Road Westport, CT 06880	30
Stephen Wilkes as Custodian for Jennie Wilkes	17 Crooked Mile Road Westport, CT 06880	28
Bette Wilkes as Custodian for Sam Wilkes	17 Crooked Mile Road Westport, CT 06880	12
		<u>100</u>

**W I T N E S S E T H:**

WHEREAS, the parties hereto desire to form a General Partnership for the  
purpose of investing and managing certain property hereinafter described;

WHEREAS, the partners are subscribing to and voluntarily entering into this  
Agreement for the purposes set forth in Section 1.4;

NOW THEREFORE, in consideration of the premises and of the mutual promises  
herein contained, the parties hereto do hereby agree as follows:

ARTICLE I  
Formation, Name, Office,  
Purposes, Terms, Fiscal Year

1.1 Formation. The parties hereby form a General Partnership (the "Partnership").

1.2 Name. The Partnership and its business shall be conducted under the name and style of THE WILKES FAMILY PARTNERSHIP.

1.3 Office. The principal office and place of business of the Partnership shall be located at 17 Crooked Mile Road, Westport, Connecticut, or at such other place or places as the Partners may from time to time determine.

1.4 Purposes. The purposes of the Partnership are:

(a) To hold the property of the Partnership as a mutual investment and to provide for its management.

(b) To borrow money and to issue evidences of indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Partnership, or other security device, and to repay in whole or in part, refinance, recast, increase, modify or extend any such indebtedness and the terms thereof and security therefor, as the Partners may determine.

(c) To carry on any other activities, including, without limitation, the investment and reinvestment of income and capital in property, real or personal, of any kind, and to execute and deliver any instruments, as the Partners may determine to be necessary or advisable in order to accomplish the purposes of the Partnership.

1.5 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

ARTICLE II  
Capital

2.1 Capital of the Partnership. The initial capital of the Partnership shall be the aggregate amount of the interests in personal property contributed by the Partners as

hereinafter set forth, increased by Partnership profits at any time transferred to capital and decreased by Partnership losses and by distributions to Partners at any time in reduction of capital.

2.2 Initial Capital. The initial capital accounts of the Partners, constituting the aggregate the value of the property interests contributed by the respective Partners are as follows:

<u>Name</u>	<u>Number of Units</u>	<u>Capital Account</u>
Stephen Wilkes	30	\$ 375,000
Bette Wilkes	30	375,000
Stephen Wilkes as Custodian for Jennie Wilkes	28	350,000
Bette Wilkes as Custodian for Sam Wilkes	<u>12</u>	<u>150,000</u>
	100	\$1,250,000

2.3 Interest. No interest shall be paid on any capital contributed to the Partnership.

### ARTICLE III Profits and Losses, Distributions

3.1 Profits and Losses. All profits shall be shared by the Partners in accordance with the ratio which the number of units of Partnership interest owned by each Partner bears to the number of units of Partnership interest outstanding. Losses shall be similarly allocated, except that a net loss in any period shall be allocated among the Partners in the ratio that each may have made a contribution to payment of the expenses involved.

3.2 Distributions. All distributions from the Partnership, whether of excess net cash receipts, proceeds of financing, or refinancing, proceeds of sale or other disposition of Partnership properties or otherwise, shall be shared by the Partners in accordance with the ratio which the number of units of Partnership interests owned by each Partner bears to the total number of units of Partnership interest outstanding.

3.3 Reduction of Capital. Net losses and distributions shared by the Partners as aforesaid which result in reducing their capital accounts below initial capital contributions aforesaid shall not result in reducing the number of units of Partnership interest owned by each Partner and the Partners in the aggregate.

ARTICLE IV  
Management, Duties and Restrictions

4.1 Management. Except as provided in Section 4.2, all Partnership decisions shall be controlled by the affirmative vote of two-thirds (2/3) of the Partners, with each Partner entitled to one vote for each unit of the Partnership held by him or her.

4.2 Managing Partners. Stephen Wilkes and Bette Wilkes are named Managing Partners of the Partnership. As such, they may open a bank account or accounts on behalf of the Partnership (on which they may designate another Partner as alternate signatory), they may draw checks on or make deposits in any such account, they may enter into or acquire contracts of insurance for the protection of partnership property and the protection of the Partners against liability, prepare, sign and file required tax forms and appeal from, consent to, and compromise partnership tax matters and assessments, and employ or contract with others for the purchase, management, maintenance, improvement, leasing, encumbering, brokerage listing and sale of partnership property. The Managing Partners may at any time be replaced by a vote of two-thirds (2/3) of the Partners as provided in Section 4.1.

4.3 Other Activities. Any of the Partners may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to the ownership, financing, leasing, operation, management, syndication or development of real property; and neither the Partnership nor any of the Partners thereof shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom.

4.4 Banking and Receipts. All funds of the Partnership shall be deposited in such bank or brokerage account or accounts as the Managing Partners shall designate, and withdrawals therefrom shall be made upon such signature or signatures as the Partners may designate from time to time.

4.5 Books and Tax Returns.

(a) The Partners shall maintain full and accurate books at the principal office of the Partnership and the Partners shall have the right to inspect and examine such books, and to make copies thereof, at reasonable times. The books shall be closed and balanced at the end of each calendar year.

(b) The Partnership shall use the cash method of accounting.

ARTICLE V  
Withdrawal

5.1 Partner Withdrawal. A Partner may withdraw from the partnership at any time by giving not less than three (3) months written notice of such withdrawal to all remaining Partners.

5.2 Distribution to Withdrawing Partner. A withdrawing Partner shall be entitled to receive any distribution to which he or she is entitled under this Agreement, and, in addition, such withdrawing Partner shall receive within a reasonable time after withdrawal, the fair value of his or her interest in the Partnership as of the date of withdrawal based upon such withdrawing Partner's right to share in distributions as provided in Article III.

5.3 No Termination. The withdrawal of a Partner under this Article V will not result in the termination and dissolution of the Partnership.

ARTICLE VI  
Termination and Dissolution

6.1 Termination and Dissolution. The Partnership shall be terminated and dissolved upon the happening of any of the following events:



- (a) A vote of the Partnership as provided in Section 4.1;
- (b) The sale or other disposition of all or substantially all of the Partnership assets; or
- (c) The Partnership becomes insolvent or bankrupt.

6.2 Winding up and Liquidation. In the event the Partnership is terminated as hereinabove provided, the affairs of the Partnership shall be wound up and the Partnership shall be liquidated. The proceeds of such winding up and liquidation shall be distributed in the following order:

- (a) To creditors, in the order of priority as provided by law; then
- (b) To all of the Partners in proportion to their units of partnership interest in the Partnership.

#### ARTICLE VII General Provisions

7.1 Notices. Except as may otherwise be provided in this Agreement, any and all notices, consents, waivers, or other instruments shall be in writing, signed by the party concerned, and shall be deemed properly given if delivered in person or sent by registered or certified U.S. mail, postage prepaid, addressed (i) in the case of the Partnership, to the Partnership at the principal place of business of the Partnership, or (ii) to such Partner at the address first of record in the Partnership books (until changed by such Partner by notice to the Partnership).

7.2 Arbitration. Any controversy or claim arising out of or relating to any provisions of this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the State of Connecticut, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party shall be responsible for her or his own costs.

7.3 Applicable Law. This Agreement and the rights of the Partners shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut.

7.4 Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

7.5 Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in a number of counterparts on the day and year above written.

In the presence of:

Yessie Bull  
Jan de R

Stephen Wilkes

Yessie Bull

Jan 24/12

Bette Wilkes

Bette Wilkes

Yessie Bull

Jan 24/12

Stephen Wilkes

Stephen Wilkes, as Custodian for Jennie Wilkes

Yessie Bull

Jan 24/12

Bette Wilkes

Bette Wilkes, as Custodian for Sam Wilkes

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

ss.

Personally appeared Stephen Wilkes and Bette Wilkes, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed in the capacities aforesaid, before me.

  
Notary Public  
**SANTA IRAOLA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2008

\\5914\\1\\89834.1

# EXHIBIT C

THE WASHINGTON TRUST

CONTROL#

030137

RECURRING

ORIGINATOR (NAME AND ADDRESS)

Date

3/1/04

Date Faxed

3/1/04

Originator's Name

Bette Wilkes

Company Name  
(if applicable)

Address

c/o Trust Operations -- attn: Mary Keller

Phone

x1233 - Please call if any problems with transaction

Identification  
(Required - State, Number & Type)

(on file)

The undersigned originator requests payment to be made to the beneficiary or beneficiary account named below. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and that the sole obligation of The Washington Trust Company is to exercise ordinary care in processing this wire transfer and that it is not responsible for any errors or delays which occur as a result of any other party's involvement in processing this transfer.

Originator's Authorizing

AMOUNT OF WIRE AND ADDRESS OF FUNDS

Amount of Wire

\$ 1 2 3 0 0 0 0 0 0

Source of Funds

☒ Cash Account  
Listed Below

☐ Cash

☐ Other (List)

☒ Wire Fee WAIVED

Account Number to Debit

8 2 6 3 5 7

ABA - Wire Number

0 2 1 0 0

Receiving Bank Name

JP Morgan Chase Bank

Receiving Bank Address

40 Wall Street, New York, NY 10015

Beneficiary Bank Name

Beneficiary Bank Address

Beneficiary Name

Barnard Madoff

Beneficiary Account Number

1 4 0 0 8 1 7 0 3

Amount to Beneficiary

for further credit to: Wilkes Family Relationship #1CM865

Wire to Bank Information

Intermediary Bank Name

Intermediary Bank Address

Originator

Lori L. Harrison

Originator

Stephanie G. Blanchette

Originator

Signature

Signature

Entered By

Call Back  
Verification By

MAR 02 2004

OKAY Blanchette

Standard Screen.

Sender ABA: 011500858 Name: WASH TR WESTERLY  
Receiver ABA: 021000021 Name: CHASE Type Code: 1000  
Amount: 1,230,000.00 Bus Function Code: CTR Ref #: 030137

Originator: ID Code: Identifier:  
Name: Deane Wilkes Adr c/o trust operations  
Adr: Washington trust company Adr: westerly ri

Beneficiary: ID Code: D Identifier: 140081703  
Name: Bernard madoff Adr  
Adr

Orig to Benef Info:  
To: Wilkes family relationship a/c 1cm565

Flap FI Info:

Ref: MAD

MAD20040301 A1Q177IE 000040 URCFT0040 OMAD20040301 B1QGC06R 00421 0301 1414  
END NOTES: FDM:

<b>THE WASHINGTON TRUST</b> <i>Company</i>		<b>CONTROL #</b> 030905		<b>SECURITY #</b>	
<b>ORIGINATOR'S INFORMATION</b>					
<b>Date</b>		3/9/2004		<b>Date Faxed</b>	
<b>Originator's Name</b>		Bette Wilkes ✓			
<b>Company Name (if applicable)</b>					
<b>Address</b>		c/o Trust Operations -- attn: Mary Keltner			
<b>Phone</b>		x1233 - Please call if any problems with transaction			
<b>Identification (Routing, Bank Number &amp; Type)</b>		(on file)			
<small>The undersigned originator requests payment to be made to the beneficiary or beneficiary account number named below. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and that the sole obligation of The Washington Trust Company is to execute ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer.</small>					
<b>Beneficiary's Information</b>					
<b>Amount of Wire</b>					
<b>Amount of Funds</b>		<input checked="" type="checkbox"/> Debit Account Listed Below <input type="checkbox"/> Cash <input type="checkbox"/> Other (List)			
<b>Account Number to Debit</b>		8 2 6 3 5 7			
<b>ABA Routing Number</b>		0 2 1 0 0 0 2 1			
<b>Beneficiary Bank Name</b>		JP Morgan Chase Bank			
<b>Beneficiary Bank Address</b>		40 Wall St., NYC, NY			
<b>Beneficiary Bank Name</b>					
<b>Beneficiary Bank Address</b>					
<b>Beneficiary Name</b>		Bernard L. Madoff			
<b>Beneficiary Account Number</b>		1 4 0 0 8 1 7 0 3			
<b>Reference To Beneficiary</b>		fbo Wilkes Family Partnership, a/c #1 M865			
<b>Bank To Bank Information</b>					
<b>Intermediary Bank Name</b>					
<b>Intermediary Bank Address</b>					
<b>DATE/TIME ONLY</b>					
<b>Originator's Signature</b>		X <i>Patricia M. Wilkes</i> 11/20			
<b>Originator's Name</b>		S. Blanchette			
<b>Originator's Address</b>		X <i>S. Blanchette</i> 11/20			
<b>Originator's Phone</b>					
<b>Originator's Email</b>					
<b>Originator's Fax</b>					
<b>Originator's Title</b>					
<b>Originator's Department</b>					
<b>Originator's Division</b>					
<b>Originator's Office</b>					
<b>Originator's City</b>					
<b>Originator's State</b>					
<b>Originator's Zip</b>					
<b>Originator's Country</b>					
<b>Originator's Continent</b>					
<b>Originator's Region</b>					
<b>Originator's Subregion</b>					
<b>Originator's District</b>					
<b>Originator's Subdistrict</b>					
<b>Originator's Locality</b>					
<b>Originator's Hamlet</b>					
<b>Originator's Village</b>					
<b>Originator's Town</b>					
<b>Originator's City</b>					
<b>Originator's State</b>					
<b>Originator's Zip</b>					
<b>Originator's Country</b>					
<b>Originator's Continent</b>					
<b>Originator's Region</b>					
<b>Originator's Subregion</b>					
<b>Originator's District</b>					
<b>Originator's Subdistrict</b>					
<b>Originator's Locality</b>					
<b>Originator's Hamlet</b>					
<b>Originator's Village</b>					
<b>Originator's Town</b>					
<b>Originator's City</b>					
<b>Originator's State</b>					
<b>Originator's Zip</b>					
<b>Originator's Country</b>					
<b>Originator's Continent</b>					
<b>Originator's Region</b>					
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Standard Screen  
Sender AB4: 011500638 Name: WASH TR WESTERNLY

Receiver AB4: 021000021 Name: CHASE Type Code: 1000  
Amount: 10,000.00 Bus Function Code: CTR Ref #: 05995

Originator: ID Code: Identifier:  
Name bette wilkes Adr c/o trust operations  
Adr Washington trust company Adr western ri

Designator: ID Code: Identifier:  
Name bernard i mueloff Adr

Orig to Benef Info:  
for wilkes family partnership ale 100865

FI to FI Info:

Ref: HEAD  
HEAD20040309 A1Q177E 00006 URCFT006 CMAD20040309 B1GCCR 00004 0309 1013  
LOC NOTES: PDIC

# EXHIBIT D

**885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

**WELKES FAMILY PARTNERSHIP**

17 CROOKED MILE ROAD  
WESTPORT CT 06880

80/05/ET.

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**1-61865-3-0**

**68273638**

DATE	ACCOUNT	DEBIT	CREDIT	BALANCE FORWARD	BALANCE
11/1/12	BALANCE FORWARD				124,460.65
11/1/12	7080	1.46			124,459.19
11/1/12	746		7.86		132,326.05
11/1/12	2,772		2,772		129,554.05
11/1/12	2,826		2,826		132,380.05
11/1/12	2,826		2,826		129,554.05
11/1/12	1,780		1,780		131,334.05
11/1/12	1,956		1,956		133,290.05
11/1/12	416		416		133,706.05
11/1/12	1,300		1,300		135,006.05
11/1/12	2,112		2,112		137,118.05
11/1/12	836		836		137,954.05
11/1/12	3,704		3,704		141,658.05
11/1/12	1,584		1,584		143,242.05
11/1/12	1,584		1,584		144,826.05
11/1/12	2,648		2,648		147,474.05
11/1/12	880		880		148,354.05
11/1/12	1,584		1,584		149,938.05
11/1/12	1,584		1,584		151,522.05
11/1/12	1,584		1,584		153,106.05
11/1/12	1,584		1,584		154,690.05
11/1/12	1,584		1,584		156,274.05
11/1/12	1,584		1,584		157,858.05
11/1/12	1,584		1,584		159,442.05
11/1/12	1,584		1,584		161,026.05
11/1/12	1,584		1,584		162,610.05
11/1/12	1,584		1,584		164,194.05
11/1/12	1,584		1,584		165,778.05
11/1/12	1,584		1,584		167,362.05
11/1/12	1,584		1,584		168,946.05
11/1/12	1,584		1,584		170,530.05
11/1/12	1,584		1,584		172,114.05
11/1/12	1,584		1,584		173,698.05
11/1/12	1,584		1,584		175,282.05
11/1/12	1,584		1,584		176,866.05
11/1/12	1,584		1,584		178,450.05
11/1/12	1,584		1,584		180,034.05
11/1/12	1,584		1,584		181,618.05
11/1/12	1,584		1,584		183,202.05
11/1/12	1,584		1,584		184,786.05
11/1/12	1,584		1,584		186,370.05
11/1/12	1,584		1,584		187,954.05
11/1/12	1,584		1,584		189,538.05
11/1/12	1,584		1,584		191,122.05
11/1/12	1,584		1,584		192,706.05
11/1/12	1,584		1,584		194,290.05
11/1/12	1,584		1,584		195,874.05
11/1/12	1,584		1,584		197,458.05
11/1/12	1,584		1,584		199,042.05
11/1/12	1,584		1,584		200,626.05
11/1/12	1,584		1,584		202,210.05
11/1/12	1,584		1,584		203,794.05
11/1/12	1,584		1,584		205,378.05
11/1/12	1,584		1,584		206,962.05
11/1/12	1,584		1,584		208,546.05
11/1/12	1,584		1,584		210,130.05
11/1/12	1,584		1,584		211,714.05
11/1/12	1,584		1,584		213,298.05
11/1/12	1,584		1,584		214,882.05
11/1/12	1,584		1,584</		

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

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**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

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(212) 230-2494  
800 334-1343  
Fax (212) 838-4061

**HILKES FAMILY PARTNERSHIP**

17 CROOKED HILE ROAD CT 06880  
WESTPORT

Affiliated with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6022

11/30/08  
1-178955-3-0  
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132	GOOGLE	292,960	
1,220	HEWLETT-PACKARD CO	15,200	
140	INTERNATIONAL BUSINESS MACHINES	83,000	
1,980	J.P. MORGAN CHASE & CO	31,660	
1,952	AMERICAN EXPRESS	20,500	
1,714	AMEREN CORP	20,720	
4,100	MICROSOFT CORP	16,000	
2,112	ORACLE CORPORATION	10,100	
2,204	PEPPER INC	42,160	
1,100	PHILIP MORRIS INTERNATIONAL	66,300	
1,500	PROCTER & GAMBLE CO	50,900	
600	SCHLEISER LTD	1	
12,081	FIDELITY SPARTAN		
	U.S. TREASURY MONEY MARKET		
520	UNITED PARCEL SVC INC	37,000	
	CLASS B		
150,000	U.S. TREASURY BILLS	90,000	
528	UNITED TECHNOLOGIES CORP	48,530	

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New York □ London

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Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7853 0222

WILKES FAMILY PARTNERSHIP

27 CRANFORD NILE ROAD  
WESTPORT CT 06880

11/30/08  
1-CH665-6-0  
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DATE	ACCOUNT	DESCRIPTION	DEBIT	CREDIT	BALANCE
		BALANCE FORWARD			124,461.00
11/12	44	NOVEMBER 400 ERIE S & P 100 INDEX	46522		78,364.00
11/19		NOVEMBER 450 BUT S & P 100 INDEX		17,800	96,164.00
11/19	44	DECEMBER 400 ERIE S & P 100 INDEX	36952		59,212.00
11/19		DECEMBER 420 BUT S & P 100 INDEX		30	59,242.00
11/19	44	NOVEMBER 400 ERIE S & P 100 INDEX	45602		132,044.00
11/19		NOVEMBER 450 BUT S & P 100 INDEX		37	132,081.00
		NET BALANCE			162,756.00
		SECURITY POSITIONS			211,597.00
		NOVEMBER 400 ERIE S & P 100 INDEX		NET-POSITIVE	
11/19	44	DECEMBER 400 ERIE S & P 100 INDEX			
		DECEMBER 420 BUT S & P 100 INDEX		16,500	
		MARKET VALUE OF SECURITIES			
		LONG			
		72,600.00			
		SHORT			
		102,520.00			

PLEASE RETURN THIS STATEMENT FOR INCOME TAX PURPOSES

# EXHIBIT E



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

MEMBER:  
FINRA NSX SIPC NSCC DTC

385 Third Avenue  
New York, NY 10022  
212 230-2424  
800 334-1343  
Fax 212 838-4061

ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	DR	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-CH865-4	D	41277	8	1		11/14/08	11/19/08	
IDENTIFICATION NO.		CONTRA PARTY		C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

**WILKES FAMILY PARTNERSHIP**  
17 CROOKED HILE ROAD  
WESTPORT CT 06880

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	44	783790KLF	S & P 100 INDEX NOVEMBER 460 CALL	13244.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
3.000	13200.00	44.00				

Affiliated with:  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
Member of The London Stock Exchange



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

MEMBER:  
FINRA NSX SIPC NSCC DTC

885 Third Avenue  
New York, NY 10022  
212 230-2924  
800 334-1343  
Fax 212 838-4861

ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	DR	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE
0646		1-CM865-4	R	32627	8	1		11/14/08	11/19/08
IDENTIFICATION NO.	CONTRA PARTY		C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

**WILKES FAMILY PARTNERSHIP**  
17 CROOKED HILE ROAD  
WESTPORT CT 06880

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
BOT	44	783790LFF	S & P 100 INDEX DECEMBER 430 CALL	114356.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MSC.
26.000	114400.00	44.00				

Affiliated with:  
**Madoff Securities International Limited**  
12 Beddley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
Member of The London Stock Exchange



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York • London

MEMBER:  
FINRA NSX SIPC NSCC DTC

885 Third Avenue  
New York, NY 10022  
212 234-2824  
800 334-1343  
Fax 212 838-4061

ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	DR	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE
0646		1-CH865-4	R	45602	8	1		11/14/08	11/19/08
IDENTIFICATION NO.		CONTRACT PARTY							

WILKES FAMILY PARTNERSHIP  
17 CROOKED MILE ROAD  
WESTPORT CT 06880

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
B01	44	783790HJ1	S & P 100 INDEX NOVEMBER 450 PUT	162756.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
37.000	162800.00	44.00				

Affiliated with:  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
Member of The London Stock Exchange



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

MEMBER:  
FINRA NSX SIPC NSCC DTC

885 Third Avenue  
New York, NY 10022  
212 230-2424  
800 334-1343  
Fax 212 839-4061

ORDERING NO.	DELIVERED VIA	ACCOUNT NUMBER	DR	TRANS. NO.	TR	CD	SETT	TRADE DATE	SETTLEMENT DATE	
0646		1-CM865-4	D	36952	8	1		11/14/08	11/19/08	
IDENTIFICATION NO.		CONTRA PARTY								

**WILKES FAMILY PARTNERSHIP**  
**17 CROOKED HILE ROAD**  
**WESTPORT CT 06880**

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLE	44	783790XD4	S & P 100 INDEX DECEMBER 420 PUT	132044.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MSC.
38.000	132008.00	44.00				

Affiliated with:  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
Member of The London Stock Exchange

**885 Third Avenue  
New York, NY 10022  
212 230-2424  
800 334-1343  
Fax 212 838-4061**

**MEMBER:**  
FETRA NSX SPC NSCC DTC

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES, LLC  
New York ☐ London

ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	DRR	TRANS. NO.	TR	CHP	SETT	TRADE DATE	SETTLEMENT DATE
0846		1-CMB65-3	R	21047	5	1		11/10/98	11/12/98
IDENTIFICATION NO.	CONTRA PARTY		C.H. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

WILKES FAMILY PARTNERSHIP  
17 CROOKED HILE ROAD  
WESTPORT CT 06880

WE	QUANTITY	CLSP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
BDI	2,000,000	912795K34	U S TREASURY BILL DUE 2/12/2009	1998720.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	INSC.
99.936	1998720.00					

**Affiliated with:**  
**Madoff Securities International Limited**  
 12 Berkeley Street, Mayfair, London W1J 3DT. Tel 020-7493 6222  
 Member of The London Stock Exchange

**CUSTOMER CLAIM**

Claim Number \_\_\_\_\_

Date Received \_\_\_\_\_

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

In Liquidation

**DECEMBER 11, 2008**

(Please print or type)

Name of Customer: Samuel Wilkes  
Mailing Address: 17 Crooked Mile Road  
City: Westport State: CT Zip: 06880  
Account No.: ICM 865  
Taxpayer I.D. Number (Social Security No.): 049-90-9084

I.O # 20-0724288

**NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.**

\*\*\*\*\*

1. Claim for money balances as of **December 11, 2008**:

- a. The Broker owes me a Credit (Cr.) Balance of \$ \_\_\_\_\_
- b. I owe the Broker a Debit (Dr.) Balance of \$ \_\_\_\_\_
- c. If you wish to repay the Debit Balance,  
please insert the amount you wish to repay and  
attach a check payable to "Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC."  
If you wish to make a payment, **it must be enclosed**  
with this claim form. \$ \_\_\_\_\_
- d. If balance is zero, insert "None." \_\_\_\_\_



2. Claim for securities as of **December 11, 2008**:

**PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.**

- |   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| a. The Broker owes me securities        | _____      | _____     |
| b. I owe the Broker securities          | _____      | _____     |
| c. If yes to either, please list below: |            |           |

Date of Transaction (trade date)	Name of Security	Number of Shares or Face Amount of Bonds	
		The Broker Owes Me (Long)	I Owe the Broker (Short)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or information regarding any withdrawals you have ever made or payments received from the Debtor.**

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

**PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.**

**NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.**

	<u>YES</u>	<u>NO</u>
3. Has there been any change in your account since December 11, 2008? If so, please explain.	_____	_____
4. Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker?	_____	_____
5. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker?	_____	_____
6. Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s)	_____	_____
7. Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming.	_____	_____
8. Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers.	_____	_____
9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? if so, give name of that broker.	_____	_____

Please list the full name and address of anyone assisting you in the preparation of this claim form: \_\_\_\_\_

If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

**IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.**

**THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.**

Date 5/21/09 Signature Bette Wilkes as custodian for  
Date \_\_\_\_\_ Signature Samuel Wilkes

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

**This customer claim form must be completed and mailed promptly,  
together with supporting documentation, etc. to:**

Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201

**CUSTOMER CLAIM**

Claim Number \_\_\_\_\_

Date Received \_\_\_\_\_

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

In Liquidation

**DECEMBER 11, 2008**

(Please print or type)

Name of Customer: Bette Wilkes  
Mailing Address: 17 Crooked Mile Road  
City: Westport State: CT Zip: 06880  
Account No.: 1 CM 805  
Taxpayer I.D. Number (Social Security No.): 055-54-7564

Partnership ID # 20-0724288

**NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.**

\*\*\*\*\*

**1. Claim for money balances as of December 11, 2008:**

- a. The Broker owes me a Credit (Cr.) Balance of \$ 0
- b. I owe the Broker a Debit (Dr.) Balance of \$ 0 N/A
- c. If you wish to repay the Debit Balance,  
please insert the amount you wish to repay and  
attach a check payable to "Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC."  
If you wish to make a payment, it must be enclosed  
with this claim form. \$ 0
- d. If balance is zero, insert "None." 0

2. Claim for securities as of **December 11, 2008**:

**PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.**

	<u>YES</u>	<u>NO</u>
a. The Broker owes me securities	<u>✓</u>	
b. I owe the Broker securities		<u>✓</u>
c. If yes to either, please list below:		

Date of Transaction (trade date)	Name of Security	Number of Shares or Face Amount of Bonds	
		The Broker Owes Me (Long)	I Owe the Broker (Short)
	<u>Please see the attached</u>		
	<u>November 30, 2008 account</u>		
	<u>statement at Exhibit D.</u>		

Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or information regarding any withdrawals you have ever made or payments received from the Debtor.

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

**PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.**

**NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.**

- |   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 3. Has there been any change in your account since December 11, 2008? If so, please explain.  | _____      | _____✓    |
| 4. Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker?   | _____      | _____✓    |
| 5. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker? | _____      | _____✓    |
| 6. Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s)    | _____      | _____✓    |
| 7. Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming.                         | _____      | _____✓    |
| 8. Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers.                   | _____      | _____✓    |
| 9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? if so, give name of that broker.  | _____      | _____✓    |

Please list the full name and address of anyone assisting you in the preparation of this claim form: Brian J. Neville, Esq., Lax + Neville LLP  
1410 Broadway suite 1407 New York NY 10018

If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

**IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.**

**THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.**

Date 5/21/09 Signature Peter Wilke  
Date \_\_\_\_\_ Signature \_\_\_\_\_

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

**This customer claim form must be completed and mailed promptly,  
together with supporting documentation, etc. to:**

Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201

**LAX  
NEVILLE**

**LAX & NEVILLE, LLP**  
**ATTORNEYS AT LAW**

**BARRY R. LAX**  
**BRIAN J. NEVILLE**

**BRIAN MADDOX**  
**SANDRA P. ESPINOSA**  
**RAQUEL TERRIGNO**

1412 Broadway, Suite 1407  
New York, NY 10018  
Tel (212) 696-1999  
Fax (212) 566-4531  
www.laxneville.com

**OF COUNSEL:**  
**DAVID S. RICH**

**PROTECTIVE CLAIM**

June 26, 2009

**VIA FEDERAL EXPRESS**

Irving H. Picard  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Avenue, Suite 800  
Dallas, TX 75201

RE: Bette Wilkes /Bernard L. Madoff Investment Securities LLC

Dear Mr. Picard:

This firm represents Bette Wilkes, partner of the Wilkes Family Partnership. On February 10, 2009, the Wilkes Family Partnership filed a SIPC Customer Claim Form. Bette Wilkes and the other partners of the Wilkes Family Partnership are electing to submit individual SIPC Claim Forms. Bette Wilkes is filing a protective claim to protect any rights that she may have if the law changes or if a legal determination is made that individual partners are entitled to payments by SIPC. The other partners, Stephen Wilkes, Samuel Wilkes and Jennie Wilkes, are simultaneously submitting individual SIPC Claim Forms. Enclosed herein you will find a completed Bernard L. Madoff Investment Securities LLC ("Madoff Securities") Customer Claim Form for Bette Wilkes. Below is a description of the relationship between Bette Wilkes and Madoff Securities. The statements made in this letter are true and accurate to the best of our knowledge and belief, and are being provided to support Bette Wilkes's SIPC claims.



Irving H. Picard  
June 26, 2009  
Page 2 of 3

In or about February 2004, Bette Wilkes opened an account with Madoff Securities on behalf of the Wilkes Family Partnership. Attached hereto as Exhibit A is the Madoff Securities Account Information Verification Form. Bette Wilkes is a partner of the Wilkes Family Partnership, together with Stephen Wilkes, Samuel Wilkes and Jennie Wilkes. Attached hereto as Exhibit B is the General Partnership Agreement for the Wilkes Family Partnership. Bette Wilkes and the other partners invested a total of \$1,240,000.00 into their account with Madoff Securities. Attached hereto as Exhibit C are wire transfer documents reflecting the deposits made in the account. Bette Wilkes received account statements and confirmations from Madoff Securities reflecting the securities purchased and showing the Wilkes Family Partnership held securities in the account. Attached hereto as Exhibit D are Madoff Securities account statements for March 2004 through November 2008. Also attached hereto as Exhibit E are Madoff Securities confirmations, which list SIPC membership, for November 2008. Based upon the account statements and confirmations, Bette Wilkes at all times expected to have those securities in the Wilkes Family Partnership account. The balance in the Wilkes Family Partnership account as of the filing date is \$2,100,602.26. See the Wilkes Family Partnership November 30, 2008 account statement as Exhibit D. Bette Wilkes and the other partners of the Wilkes Family Partnership did not withdraw any funds from the account at any time.

#### **CONCLUSION**

Bette Wilkes is seeking the full protection of SIPA as follows:

-	Account No: I-CM865-3-0	Bette Wilkes, Partner of the Wilkes Family Partnership
		Total = <b><u>\$2,100,602.26</u></b>

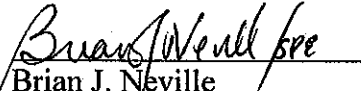
**LAX**  
**NEVILLE**

Irving H. Picard  
June 26, 2009  
Page 3 of 3

If there are any questions regarding this matter or if you require additional documents and information, please do not hesitate to contact me. Thank you.

Very truly yours,  
Lax & Neville, LLP

By:

  
Brian J. Neville

ENC.

# EXHIBIT A



**BERNARD L. MADOFF**  
**INVESTMENT SECURITIES LLC**  
885 Third Avenue New York, NY 10022

212 230-2424  
800 334-1343  
Fax 212 838-4061

WILKES FAMILY PARTNERSHIP  
17 CROOKED MILE RD  
WESTPORT, CT 06880

February 13, 2004

Account Information Verification

Account: 1CM885

Dear Client:

In accordance with SEC regulation 17a-3: Books and Records, we are required to verify that the following information is complete and accurate.

Account Name and Address  
WILKES FAMILY PARTNERSHIP  
17 CROOKED MILE RD  
WESTPORT, CT 06880

Account Information  
Account Type:  
Investment Objective:  
Annual Income:  
Net Worth:

Partnership  
\* Trading Income

Customer Information

Name: WILKES FAMILY PARTNERSHIP

Alternate Address  
NONE

Street: 17 CROOKED MILE RD

Apt/Suite:

City:

WESTPORT

State:

CT - CONNECTICUT

Country:

UNITED STATES

Province:

Zip Code:

06880

Home:

(203)-984-1572

Business:

(203)-226-7695

Tax ID:

ON FILE

DOB:

Occupation:

Company/Firm:

Member Firm:

If any of your account or customer information is found to be inaccurate, please contact us at  
212 230-2424

\* Trading Income - Emphasis on short-term trading practices to capitalize on market fluctuations. This objective is associated with market risk.

Affiliated with:  
Madoff Securities International Limited  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel. 020-7493 6222

# 1, 2 30,000  
31//

# EXHIBIT B

**GENERAL PARTNERSHIP AGREEMENT**

**THE WILKES FAMILY PARTNERSHIP**

THIS PARTNERSHIP AGREEMENT, made and entered into as of this 20<sup>th</sup> day  
of April, 2004, by and between the following listed persons as Partners:

<u>Name</u>	<u>Address</u>	<u>Number of General Partnership Units</u>
Stephen Wilkes	17 Crooked Mile Road Westport, CT 06880	30
Bette Wilkes	17 Crooked Mile Road Westport, CT 06880	30
Stephen Wilkes as Custodian for Jennie Wilkes	17 Crooked Mile Road Westport, CT 06880	28
Bette Wilkes as Custodian for Sam Wilkes	17 Crooked Mile Road Westport, CT 06880	12
		<u>100</u>

**W I T N E S S E T H:**

WHEREAS, the parties hereto desire to form a General Partnership for the  
purpose of investing and managing certain property hereinafter described;

WHEREAS, the partners are subscribing to and voluntarily entering into this  
Agreement for the purposes set forth in Section 1.4;

NOW THEREFORE, in consideration of the premises and of the mutual promises  
herein contained, the parties hereto do hereby agree as follows:

ARTICLE I  
Formation, Name, Office,  
Purposes, Terms, Fiscal Year

1.1 Formation. The parties hereby form a General Partnership (the "Partnership").

1.2 Name. The Partnership and its business shall be conducted under the name and style of THE WILKES FAMILY PARTNERSHIP.

1.3 Office. The principal office and place of business of the Partnership shall be located at 17 Crooked Mile Road, Westport, Connecticut, or at such other place or places as the Partners may from time to time determine.

1.4 Purposes. The purposes of the Partnership are:

(a) To hold the property of the Partnership as a mutual investment and to provide for its management.

(b) To borrow money and to issue evidences of indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Partnership, or other security device, and to repay in whole or in part, refinance, recast, increase, modify or extend any such indebtedness and the terms thereof and security therefor, as the Partners may determine.

(c) To carry on any other activities, including, without limitation, the investment and reinvestment of income and capital in property, real or personal, of any kind, and to execute and deliver any instruments, as the Partners may determine to be necessary or advisable in order to accomplish the purposes of the Partnership.

1.5 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

ARTICLE II  
Capital

2.1 Capital of the Partnership. The initial capital of the Partnership shall be the aggregate amount of the interests in personal property contributed by the Partners as

hereinafter set forth, increased by Partnership profits at any time transferred to capital and decreased by Partnership losses and by distributions to Partners at any time in reduction of capital.

2.2 Initial Capital. The initial capital accounts of the Partners, constituting the aggregate the value of the property interests contributed by the respective Partners are as follows:

<u>Name</u>	<u>Number of Units</u>	<u>Capital Account</u>
Stephen Wilkes	30	\$ 375,000
Bette Wilkes	30	375,000
Stephen Wilkes as Custodian for Jennie Wilkes	28	350,000
Bette Wilkes as Custodian for Sam Wilkes	<u>12</u>	<u>150,000</u>
	100	\$1,250,000

2.3 Interest. No interest shall be paid on any capital contributed to the Partnership.

### ARTICLE III Profits and Losses, Distributions

3.1 Profits and Losses. All profits shall be shared by the Partners in accordance with the ratio which the number of units of Partnership interest owned by each Partner bears to the number of units of Partnership interest outstanding. Losses shall be similarly allocated, except that a net loss in any period shall be allocated among the Partners in the ratio that each may have made a contribution to payment of the expenses involved.

3.2 Distributions. All distributions from the Partnership, whether of excess net cash receipts, proceeds of financing, or refinancing, proceeds of sale or other disposition of Partnership properties or otherwise, shall be shared by the Partners in accordance with the ratio which the number of units of Partnership interests owned by each Partner bears to the total number of units of Partnership interest outstanding.



3.3 Reduction of Capital. Net losses and distributions shared by the Partners as aforesaid which result in reducing their capital accounts below initial capital contributions aforesaid shall not result in reducing the number of units of Partnership interest owned by each Partner and the Partners in the aggregate.

#### ARTICLE IV Management, Duties and Restrictions

4.1 Management. Except as provided in Section 4.2, all Partnership decisions shall be controlled by the affirmative vote of two-thirds (2/3) of the Partners, with each Partner entitled to one vote for each unit of the Partnership held by him or her.

4.2 Managing Partners. Stephen Wilkes and Bette Wilkes are named Managing Partners of the Partnership. As such, they may open a bank account or accounts on behalf of the Partnership (on which they may designate another Partner as alternate signatory), they may draw checks on or make deposits in any such account, they may enter into or acquire contracts of insurance for the protection of partnership property and the protection of the Partners against liability, prepare, sign and file required tax forms and appeal from, consent to, and compromise partnership tax matters and assessments, and employ or contract with others for the purchase, management, maintenance, improvement, leasing, encumbering, brokerage listing and sale of partnership property. The Managing Partners may at any time be replaced by a vote of two-thirds (2/3) of the Partners as provided in Section 4.1.

4.3 Other Activities. Any of the Partners may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to the ownership, financing, leasing, operation, management, syndication or development of real property; and neither the Partnership nor any of the Partners thereof shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom.

4.4 Banking and Receipts. All funds of the Partnership shall be deposited in such bank or brokerage account or accounts as the Managing Partners shall designate, and withdrawals therefrom shall be made upon such signature or signatures as the Partners may designate from time to time.

4.5 Books and Tax Returns.

(a) The Partners shall maintain full and accurate books at the principal office of the Partnership and the Partners shall have the right to inspect and examine such books, and to make copies thereof, at reasonable times. The books shall be closed and balanced at the end of each calendar year.

(b) The Partnership shall use the cash method of accounting.

ARTICLE V  
Withdrawal

5.1 Partner Withdrawal. A Partner may withdraw from the partnership at any time by giving not less than three (3) months written notice of such withdrawal to all remaining Partners.

5.2 Distribution to Withdrawing Partner. A withdrawing Partner shall be entitled to receive any distribution to which he or she is entitled under this Agreement, and, in addition, such withdrawing Partner shall receive within a reasonable time after withdrawal, the fair value of his or her interest in the Partnership as of the date of withdrawal based upon such withdrawing Partner's right to share in distributions as provided in Article III.

5.3 No Termination. The withdrawal of a Partner under this Article V will not result in the termination and dissolution of the Partnership.

ARTICLE VI  
Termination and Dissolution

6.1 Termination and Dissolution. The Partnership shall be terminated and dissolved upon the happening of any of the following events:

- (a) A vote of the Partnership as provided in Section 4.1;
- (b) The sale or other disposition of all or substantially all of the Partnership assets; or
- (c) The Partnership becomes insolvent or bankrupt.

6.2 Winding up and Liquidation. In the event the Partnership is terminated as hereinabove provided, the affairs of the Partnership shall be wound up and the Partnership shall be liquidated. The proceeds of such winding up and liquidation shall be distributed in the following order:

- (a) To creditors, in the order of priority as provided by law; then
- (b) To all of the Partners in proportion to their units of partnership interest in the Partnership.

## ARTICLE VII General Provisions

7.1 Notices. Except as may otherwise be provided in this Agreement, any and all notices, consents, waivers, or other instruments shall be in writing, signed by the party concerned, and shall be deemed properly given if delivered in person or sent by registered or certified U.S. mail, postage prepaid, addressed (i) in the case of the Partnership, to the Partnership at the principal place of business of the Partnership, or (ii) to such Partner at the address first of record in the Partnership books (until changed by such Partner by notice to the Partnership).

7.2 Arbitration. Any controversy or claim arising out of or relating to any provisions of this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the State of Connecticut, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party shall be responsible for her or his own costs.

7.3 Applicable Law. This Agreement and the rights of the Partners shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut.

7.4 Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

7.5 Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in a number of counterparts on the day and year above written.

In the presence of:

Yoslee Bull  
Jan de R

Stephen Wilkes

Yessie Bull

for all

Bette Wilkes

Bette Wilkes

Yessie Bull

for all

Stephen Wilkes

Stephen Wilkes, as Custodian for Jennie Wilkes

Yessie Bull

for all

Bette Wilkes

Bette Wilkes, as Custodian for Sam Wilkes

STATE OF CONNECTICUT     )  
  ) ss.  
COUNTY OF FAIRFIELD     )

Personally appeared Stephen Wilkes and Bette Wilkes, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed in the capacities aforesaid, before me.

  
Notary Public  
**SANTA IRAOLA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2008

\\5914\\1\\89834.1

# EXHIBIT C

THE WASHINGTON TRUST  
Company

CONTROL#

030137

RECEIVED

WASHINGTON TRUST

Date

3/1/04

Date Faxed

3/1/04

Originator's Name

Bette Wilkes

Company Name  
(if applicable)

Address

c/o Trust Operations -- attn: Mary Keller

Phone

x1233 - Please call if any problems with transaction

Identification

(Required - State, Number & Type)

(on file)

The undersigned originator requests payment to be made to the beneficiary or beneficiary account number named below. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and that the sole obligation of The Washington Trust Company is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer.

Originator's Authorization

Signature

AMOUNT OF WIRE NET SOURCE OF FUNDS

\$ 1 2 3 0 0 0 0 0 0 0 0 0

Source of Funds

☒ Debt Account  
Listed Below

☐ Cash

☐ Other (List)

☒ Wire Fee WAIVED

Account Number to Debit

8 2 6 3 5 7

ABA Routing Number

0 2 1 0 0 0 0 0 2 1

Receiving Bank Name

JP Morgan Chase Bank

Receiving Bank Address

40 Wall Street, New York, NY 10015

Beneficiary Bank Name

Beneficiary Bank Address

Beneficiary Name

Barnard Madoff

Beneficiary Account Number

1 4 0 0 8 1 7 0 3

Reference to Beneficiary

for further credit to: Wilkes Family Relationship #1CM865

Bank to Bank Information

Intermediary Bank Name

Intermediary Bank Address

Originator

Name (Print)

Lori L. Harrison

Originator

Name (Print)

Stephanie G. Blanchette

Originator

Signature

Signature

Signature

Entered By

Call Back  
Verification By

MAR 02 2004

okay Blanchette



## Standard Screen

Sender ABA: 011500858 Name: WASH TR WESTERLY  
Receiver ABA: 021000021 Name: CHASE Type Code: 1000  
Amount: 1,250,000.00 Bus Function Code: CTR Ref #: 030137

Originator: ID Code: Identifier:  
Name: bette wilkes Adr c/o trust operations  
Adr: washington trust company Adr: westerty ri

Beneficiary: ID Code: D Identifier: 140081703  
Name: barnard madoff Adr  
Adr: Adr

Orig to Benef Info:  
a/c: wilkes family relationship a/c 1cm563

FI to FI Info:

Ref: MAD

MAD20040301 A1Q177IE 000040 URCFT0040 OMAD20040301 B1QGC06R 00421 0301 14/4  
PDM:

NOTES:



**ADDENDUM**

# EXHIBIT D



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

**WILKES FAMILY PARTNERSHIP**

17 CROOKED MILE ROAD  
WESTPORT

08890 13

## BALANCE FORWARD

**1-EM65-3-0**

**11/30/08**

1

385 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

Associated with  
Maddoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

11/01/78	100	BALANCE FORWARD		124,468.65
11/01/78	100	AMERICAN SAVINGS BANK	7087	69,208.56
11/01/78	2,2712	EXON MOBIL CORP	7087	202,133.36
11/01/78	100	EXON MOBIL CORP	7087	44,173.36
11/01/78	100	EXON MOBIL CORP	7087	18,208.40
11/01/78	1,0556	EXON MOBIL CORP	7087	47,202.96
11/01/78	614	EXON MOBIL CORP	7087	34,131.92
11/01/78	4,180	EXON MOBIL CORP	7087	31,132.80
11/01/78	2,1112	EXON MOBIL CORP	7087	36,621.60
11/01/78	834	EXON MOBIL CORP	7087	67,181.76
11/01/78	31200	EXON MOBIL CORP	7087	69,208.56
11/01/78	836	EXON MOBIL CORP	7087	45,686.96
11/01/78	1,584	EXON MOBIL CORP	7087	101,555.72
11/01/78	1,1208	EXON MOBIL CORP	7087	48,004.08
11/01/78	2,6640	EXON MOBIL CORP	7087	57,102.60
11/01/78	880	EXON MOBIL CORP	7087	29,752.60
11/01/78	000	EXON MOBIL CORP	7087	1,000.00
11/01/78	1,584	EXON MOBIL CORP	7087	26,214.84

**885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061**

Associated with  
Marriott Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 8222

## WELLES FAMILY PARTNERSHIP

17 CROOKED HOLE ROAD  
WESTPORT CT 06880

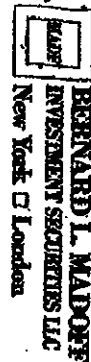
**1-800-555-310**

98/05/11

**IN**

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835 Third Avenue  
New York, NY 10022  
(212) 250-9494  
800 334-1343  
Fax (212) 834-4061

Advised with  
Madoff Securities International Limited  
12 Bockley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 0222

**MILKES FAMILY PARTNERSHIP**

17 CROOKED HILL ROAD  
WESTPORT CT 06880

1-CRM025-3-0

11/30/08

4

132	GOOGLE	292,960		
133	NEWELL-SAWYER, JR.	35,280		
134	INTERNATIONAL BUSINESS MACHINES	31,660		
135	J.P. MORGAN CHASE & CO	31,660		
136	AMERICAN EXPRESS CO	28,500		
137	UNITED STATES BANK OF NORTHERN CALIFORNIA	26,720		
138	MICROSOFT CORP	20,220		
139	ORACLE CORPORATION	15,000		
140	WELLS FARGO	10,430		
141	PHILIP MORRIS INTERNATIONAL	42,160		
142	UNITED STATES BANK OF NORTHERN CALIFORNIA	44,350		
143	UNITED STATES BANK OF NORTHERN CALIFORNIA	30,740		
144	FIDELITY SPARTAN	1		
145	UNITED STATES BANK OF NORTHERN CALIFORNIA	31,660		
146	CLASS B	38,821		
147	UNITED STATES BANK OF NORTHERN CALIFORNIA	31,660		
148	UNITED STATES BANK OF NORTHERN CALIFORNIA	31,660		
149	UNITED STATES BANK OF NORTHERN CALIFORNIA	31,660		
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199	UNITED STATES BANK OF NORTHERN CALIFORNIA	31,660		
200	UNITED STATES BANK OF NORTHERN CALIFORNIA	31,660		

PLEASE RETURN THIS STATEMENT FOR INCOME TAX PURPOSES





BERNARD L. MADOFF  
INVESTMENT SECURITIES LLC  
New York & London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1345  
Fax (212) 838-4061

Affiliated with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 3DT  
Tel 40 7893 6222

17 CROOKED HILL ROAD  
WESTPORT CT 06880

1-CH965-3-0

11/30/08

5

\*\*\*\*\*4288

1-496  
1-1144  
1-1000

VERIZON COMMUNICATIONS  
WIRELESS COMMUNICATIONS  
SECURITIES, INC.

32,650  
55,880

MARKET VALUE OF SECURITIES

PLEASE RETURN THIS STATEMENT FOR INCOME TAX PURPOSES

  
**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1243  
Fax (212) 838-4061

Affiliated with  
Mellie Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8BT  
Tel 020 7093 6222

**MILKES FAMILY PARTNERSHIP**

**17 CROOKED HILE ROAD  
WESTPORT CT 06880**

**YEAR-TO-DATE SUMMARY**

**GROSS PROCEEDS FROM SALES**

15,000.00  
219627634374

1-CR065-3-0

11/30/08  
\*\*\*\*\*288

6



# EXHIBIT E



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

MEMBER:  
FINRA NSX SIPC NSCC DTC

385 Third Avenue  
New York, NY 10022  
212 250-2424  
800 334-1343  
Fax 212 838-4061

ORIGINATOR NO.	DELIVERED IN	ACCOUNT NUMBER	DR	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE
0646		1-CH865-4	D	41277	8	1		11/14/08	11/19/08
IDENTIFICATION NO.	CONTRA PARTY		CH. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

WILKES FAMILY PARTNERSHIP  
17 CROOKED HOLE ROAD  
WESTPORT CT 06880

WE	QUANTITY	CLEAR NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	44	783790K1F	S & P 100 INDEX NOVEMBER 460 CALL	13244.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MSC.
3.000	13200.00	44.00				

*Affiliated with:*  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
Member of The London Stock Exchange



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

MEMBER:  
FINRA NSX SIPC NSCC DTC

885 Third Avenue  
New York, NY 10022  
212 230-2924  
800 334-1343  
Fax 212 838-4061

ORDER NO.	DELIVERED VA	ACCOUNT NUMBER	DR	TRANS. NO.	TR	CP	SETT	TRADE DATE	SETTLEMENT DATE
0646		1-CM865-4	R	32627	8	1		11/14/08	11/19/08
IDENTIFICATION NO.	CONTRACT PARTY		C.I. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

**WILKES FAMILY PARTNERSHIP**  
17 CROOKED HILL ROAD  
WESTPORT CT 06880

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION				NET AMOUNT
801	44	783790LFF	S & P 100 INDEX DECEMBER 430 CALL				114356.00
PRICE		PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
26.900		114400.00	44.90				

*Affiliated with:*  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8JL Tel 020-7493 6222  
Member of The London Stock Exchange

885 Third Avenue  
New York, NY 10022  
212 330-2924  
800 334-1343  
Fax 212 839-4061

ORDERING NO.	DELIVERED VIA	ACCOUNT NUMBER	DRI	TRANS. NO.	COODES		TRADE DATE	SETTLEMENT DATE
					TR	CAP		
0646		1-C#865-4	R	45602	8	1	11/14/08	11/19/08
IDENTIFICATION NO.	CONTRA PARTY			C/L NUMBER		SPECIAL DELIVERY INSTRUCTIONS		

王

**Affiliated with**  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
*Member of The London Stock Exchange*

**CONFIRMATION** (Please see reverse for further details.)

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

MEMBER:  
FINRA NSX SIPC NSCC DTC

885 Third Avenue  
New York, NY 10022  
212 230-2424  
800 334-1343  
Fax 212 839-4061

ORGANIZATION	DELIVERED BY	ACCOUNT NUMBER	DR	TRANS. NO.	TR	OP	SET	TRADE DATE	SETTLEMENT DATE
0646		1-CM865-4	D	36952	8	1		11/14/08	11/19/08
IDENTIFICATION NO.	CONTRACT PARTY		C/L NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

**WILKES FAMILY PARTNERSHIP**  
17 CROOKED HILL ROAD  
WESTPORT CT 06880

W/E	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	44	783790XD4	S & P 100 INDEX DECEMBER 420 PUT	132044.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
30.000	132008.00	44.00				

Affiliated with:  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8BT, Tel 020-7493 6222  
Member of The London Stock Exchange



**CONFIRMATION** (Please see reverse for further details.)

**CUSTOMER CLAIM**

Claim Number \_\_\_\_\_

Date Received \_\_\_\_\_

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

In Liquidation

**DECEMBER 11, 2008**

(Please print or type)

Name of Customer: Jennie Wilkes  
Mailing Address: 17 Crooked Mile Road  
City: Winsted State: CT Zip: 06880  
Account No.: 1 CM 865  
Taxpayer I.D. Number (Social Security No.): 110-76-2461  
ID# 20-0724288

**NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.**

\*\*\*\*\*

1. Claim for money balances as of **December 11, 2008**:

- a. The Broker owes me a Credit (Cr.) Balance of \$ 0
- b. I owe the Broker a Debit (Dr.) Balance of \$ 0 N/A
- c. If you wish to repay the Debit Balance,  
please insert the amount you wish to repay and  
attach a check payable to "Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC."  
If you wish to make a payment, **it must be enclosed**  
with this claim form. \$ 0
- d. If balance is zero, insert "None." 0

2. Claim for securities as of **December 11, 2008**:

**PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.**

	<u>YES</u>	<u>NO</u>
a. The Broker owes me securities	<u>✓</u>	
b. I owe the Broker securities		<u>✓</u>
c. If yes to either, please list below:		

Date of Transaction (trade date)	Name of Security	Number of Shares or Face Amount of Bonds	
		The Broker Owes Me (Long)	I Owe the Broker (Short)
	<u>Please see the attached</u>		
	<u>November 30, 2008 account</u>		
	<u>statement at Exhibit D</u>		

Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or information regarding any withdrawals you have ever made or payments received from the Debtor.

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

**PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.**

**NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.**

- |   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 3. Has there been any change in your account since December 11, 2008? If so, please explain.  | _____      | _____✓    |
| 4. Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker?   | _____      | _____✓    |
| 5. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker? | _____      | _____✓    |
| 6. Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s)    | _____      | _____✓    |
| 7. Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming.                         | _____      | _____✓    |
| 8. Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers.                   | _____      | _____✓    |
| 9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? if so, give name of that broker.  | _____      | _____✓    |

Please list the full name and address of anyone assisting you in the preparation of this claim form: Brian J. Neville, Esq., Leix + Neville LLP  
141A Broadway Suite 1407 New York, NY 10018

If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

**IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.**

**THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.**

Date 5/21/09 Signature Janice Wilkes  
Date \_\_\_\_\_ Signature \_\_\_\_\_

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

**This customer claim form must be completed and mailed promptly,  
together with supporting documentation, etc. to:**

Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201

**LAX**  
**NEVILLE**

**LAX & NEVILLE, LLP**  
**ATTORNEYS AT LAW**

**BARRY R. LAX**  
**BRIAN J. NEVILLE**

**BRIAN MADDOX**  
**SANDRA P. ESPINOSA**  
**RAQUEL TERRIGNO**

1412 Broadway, Suite 1407  
New York, NY 10018  
Tel (212) 696-1999  
Fax (212) 566-4531  
www.laxneville.com

**OF COUNSEL:**  
**DAVID S. RICH**

**PROTECTIVE CLAIM**

June 26, 2009

**VIA FEDERAL EXPRESS**

Irving H. Picard  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Avenue, Suite 800  
Dallas, TX 75201

RE: Jennie Wilkes /Bernard L. Madoff Investment Securities LLC

Dear Mr. Picard:

This firm represents Jennie Wilkes, partner of the Wilkes Family Partnership. On February 10, 2009, the Wilkes Family Partnership filed a SIPC Customer Claim Form. Jennie Wilkes and the other partners of the Wilkes Family Partnership are electing to submit individual SIPC Claim Forms. Jennie Wilkes is filing a protective claim to protect any rights that she may have if the law changes or if a legal determination is made that individual partners are entitled to payments by SIPC. The other partners, Bette Wilkes, Stephen Wilkes and Samuel Wilkes, are simultaneously submitting individual SIPC Claim Forms. Enclosed herein you will find a completed Bernard L. Madoff Investment Securities LLC ("Madoff Securities") Customer Claim Form for Jennie Wilkes. Below is a description of the relationship between Jennie Wilkes and Madoff Securities. The statements made in this letter are true and accurate to the best of our knowledge and belief, and are being provided to support Jennie Wilkes's SIPC claims.

**LAX**  
**NEVILLE**

Irving H. Picard  
June 26, 2009  
Page 2 of 3

statements made in this letter are true and accurate to the best of our knowledge and belief, and are being provided to support Jennie Wilkes's SIPC claims.

In or about February 2004, Stephen Wilkes as Custodian for Jennie Wilkes opened an account with Madoff Securities on behalf of the Wilkes Family Partnership. Attached hereto as Exhibit A is the Madoff Securities Account Information Verification Form. Jennie Wilkes is a partner of the Wilkes Family Partnership, together with Bette Wilkes, Stephen Wilkes and Samuel Wilkes. Attached hereto as Exhibit B is the General Partnership Agreement for the Wilkes Family Partnership. The partners invested a total of \$1,240,000.00 into their account with Madoff Securities. Attached hereto as Exhibit C are wire transfer documents reflecting the deposits made in the account. Stephen Wilkes as Custodian for Jennie Wilkes received account statements and confirmations from Madoff Securities reflecting the securities purchased and showing the Wilkes Family Partnership held securities in the account. Attached hereto as Exhibit D are Madoff Securities account statements for March 2004 through November 2008. Also attached hereto as Exhibit E are Madoff Securities confirmations, which list SIPC membership, for November 2008. Based upon the account statements and confirmations, Jennie Wilkes at all times expected to have those securities in the Wilkes Family Partnership account. The balance in the Wilkes Family Partnership account as of the filing date is \$2,100,602.26. See the Wilkes Family Partnership November 30, 2008 account statement as Exhibit D. Jennie Wilkes and the other partners of the Wilkes Family Partnership did not withdraw any funds from the account at any time.

**LAX  
NEVILLE**

Irving H. Picard  
June 26, 2009  
Page 3 of 3

**CONCLUSION**

Stephen Wilkes as Custodian for Jennie Wilkes is seeking the full protection of SIPA as follows:

- Account No: I-CM865-3-0      Stephen Wilkes as Custodian for Jennie Wilkes,  
Partner of the Wilkes Family Partnership

Total = \$2,100,602.26

If there are any questions regarding this matter or if you require additional documents and information, please do not hesitate to contact me. Thank you.

Very truly yours,  
Lax & Neville, LLP

By: Brian J. Neville  
Brian J. Neville

ENC.



# EXHIBIT A



**BERNARD L. MADOFF**  
**INVESTMENT SECURITIES LLC**  
885 Third Avenue New York, NY 10022

212 230-2424  
800 334-1343  
Fax 212 838-4061

WILKES FAMILY PARTNERSHIP  
17 CROOKED MILE RD  
WESTPORT, CT 06880

February 13, 2004

Account Information Verification

Account: 1CM865

Dear Client:

In accordance with SEC regulation 17a-3: Books and Records, we are required to verify that the following information is complete and accurate.

Account Name and Address  
WILKES FAMILY PARTNERSHIP  
17 CROOKED MILE RD  
WESTPORT, CT 06880

Account Information  
Account Type:  
Investment Objective:  
Annual Income:  
Net Worth:

Partnership  
\* Trading Income

Customer Information

Name: WILKES FAMILY PARTNERSHIP  
Street: 17 CROOKED MILE RD  
Apt/Suite:  
City: WESTPORT  
State: CT - CONNECTICUT  
Country: UNITED STATES  
Province:  
Zip Code: 06880  
Home: (203)-984-1572  
Business: (203)-226-7695  
Tax ID: ON FILE  
DOB:  
Occupation:  
Company/Firm:  
Member Firm:

Alternate Address  
NONE

If any of your account or customer information is found to be inaccurate, please contact us at  
212 230-2424

\* Trading Income - Emphasis on short-term trading practices to capitalize on market fluctuations. This objective is associated with market risk.

Affiliated with:  
Madoff Securities International Limited  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel. 020-7493 6222

# 1, 2 30, 1000  
31

# EXHIBIT B

**GENERAL PARTNERSHIP AGREEMENT**

**THE WILKES FAMILY PARTNERSHIP**

THIS PARTNERSHIP AGREEMENT, made and entered into as of this 20<sup>th</sup> day  
of April, 2004, by and between the following listed persons as Partners:

<u>Name</u>	<u>Address</u>	<u>Number of General Partnership Units</u>
Stephen Wilkes	17 Crooked Mile Road Westport, CT 06880	30
Bette Wilkes	17 Crooked Mile Road Westport, CT 06880	30
Stephen Wilkes as Custodian for Jennie Wilkes	17 Crooked Mile Road Westport, CT 06880	28
Bette Wilkes as Custodian for Sam Wilkes	17 Crooked Mile Road Westport, CT 06880	12
		<u>100</u>

**W I T N E S S E T H:**

WHEREAS, the parties hereto desire to form a General Partnership for the  
purpose of investing and managing certain property hereinafter described;

WHEREAS, the partners are subscribing to and voluntarily entering into this  
Agreement for the purposes set forth in Section 1.4;

NOW THEREFORE, in consideration of the premises and of the mutual promises  
herein contained, the parties hereto do hereby agree as follows:

ARTICLE I  
Formation, Name, Office,  
Purposes, Terms, Fiscal Year

1.1 Formation. The parties hereby form a General Partnership (the "Partnership").

1.2 Name. The Partnership and its business shall be conducted under the name and style of THE WILKES FAMILY PARTNERSHIP.

1.3 Office. The principal office and place of business of the Partnership shall be located at 17 Crooked Mile Road, Westport, Connecticut, or at such other place or places as the Partners may from time to time determine.

1.4 Purposes. The purposes of the Partnership are:

(a) To hold the property of the Partnership as a mutual investment and to provide for its management.

(b) To borrow money and to issue evidences of indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Partnership, or other security device, and to repay in whole or in part, refinance, recast, increase, modify or extend any such indebtedness and the terms thereof and security therefor, as the Partners may determine.

(c) To carry on any other activities, including, without limitation, the investment and reinvestment of income and capital in property, real or personal, of any kind, and to execute and deliver any instruments, as the Partners may determine to be necessary or advisable in order to accomplish the purposes of the Partnership.

1.5 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

ARTICLE II  
Capital

2.1 Capital of the Partnership. The initial capital of the Partnership shall be the aggregate amount of the interests in personal property contributed by the Partners as

hereinafter set forth, increased by Partnership profits at any time transferred to capital and decreased by Partnership losses and by distributions to Partners at any time in reduction of capital.

2.2 Initial Capital. The initial capital accounts of the Partners, constituting the aggregate the value of the property interests contributed by the respective Partners are as follows:

<u>Name</u>	<u>Number of Units</u>	<u>Capital Account</u>
Stephen Wilkes	30	\$ 375,000
Bette Wilkes	30	375,000
Stephen Wilkes as Custodian for Jennie Wilkes	28	350,000
Bette Wilkes as Custodian for Sam Wilkes	<u>12</u>	<u>150,000</u>
	100	\$1,250,000

2.3 Interest. No interest shall be paid on any capital contributed to the Partnership.

### ARTICLE III Profits and Losses, Distributions

3.1 Profits and Losses. All profits shall be shared by the Partners in accordance with the ratio which the number of units of Partnership interest owned by each Partner bears to the number of units of Partnership interest outstanding. Losses shall be similarly allocated, except that a net loss in any period shall be allocated among the Partners in the ratio that each may have made a contribution to payment of the expenses involved.

3.2 Distributions. All distributions from the Partnership, whether of excess net cash receipts, proceeds of financing, or refinancing, proceeds of sale or other disposition of Partnership properties or otherwise, shall be shared by the Partners in accordance with the ratio which the number of units of Partnership interests owned by each Partner bears to the total number of units of Partnership interest outstanding.

3.3 Reduction of Capital. Net losses and distributions shared by the Partners as aforesaid which result in reducing their capital accounts below initial capital contributions aforesaid shall not result in reducing the number of units of Partnership interest owned by each Partner and the Partners in the aggregate.

ARTICLE IV  
Management, Duties and Restrictions

4.1 Management. Except as provided in Section 4.2, all Partnership decisions shall be controlled by the affirmative vote of two-thirds (2/3) of the Partners, with each Partner entitled to one vote for each unit of the Partnership held by him or her.

4.2 Managing Partners. Stephen Wilkes and Bette Wilkes are named Managing Partners of the Partnership. As such, they may open a bank account or accounts on behalf of the Partnership (on which they may designate another Partner as alternate signatory), they may draw checks on or make deposits in any such account, they may enter into or acquire contracts of insurance for the protection of partnership property and the protection of the Partners against liability, prepare, sign and file required tax forms and appeal from, consent to, and compromise partnership tax matters and assessments, and employ or contract with others for the purchase, management, maintenance, improvement, leasing, encumbering, brokerage listing and sale of partnership property. The Managing Partners may at any time be replaced by a vote of two-thirds (2/3) of the Partners as provided in Section 4.1.

4.3 Other Activities. Any of the Partners may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to the ownership, financing, leasing, operation, management, syndication or development of real property; and neither the Partnership nor any of the Partners thereof shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom.

4.4 Banking and Receipts. All funds of the Partnership shall be deposited in such bank or brokerage account or accounts as the Managing Partners shall designate, and withdrawals therefrom shall be made upon such signature or signatures as the Partners may designate from time to time.

4.5 Books and Tax Returns.

(a) The Partners shall maintain full and accurate books at the principal office of the Partnership and the Partners shall have the right to inspect and examine such books, and to make copies thereof, at reasonable times. The books shall be closed and balanced at the end of each calendar year.

(b) The Partnership shall use the cash method of accounting.

ARTICLE V  
Withdrawal

5.1 Partner Withdrawal. A Partner may withdraw from the partnership at any time by giving not less than three (3) months written notice of such withdrawal to all remaining Partners.

5.2 Distribution to Withdrawing Partner. A withdrawing Partner shall be entitled to receive any distribution to which he or she is entitled under this Agreement, and, in addition, such withdrawing Partner shall receive within a reasonable time after withdrawal, the fair value of his or her interest in the Partnership as of the date of withdrawal based upon such withdrawing Partner's right to share in distributions as provided in Article III.

5.3 No Termination. The withdrawal of a Partner under this Article V will not result in the termination and dissolution of the Partnership.

ARTICLE VI  
Termination and Dissolution

6.1 Termination and Dissolution. The Partnership shall be terminated and dissolved upon the happening of any of the following events:



- (a) A vote of the Partnership as provided in Section 4.1;
- (b) The sale or other disposition of all or substantially all of the Partnership assets; or
- (c) The Partnership becomes insolvent or bankrupt.

6.2 Winding up and Liquidation. In the event the Partnership is terminated as hereinabove provided, the affairs of the Partnership shall be wound up and the Partnership shall be liquidated. The proceeds of such winding up and liquidation shall be distributed in the following order:

- (a) To creditors, in the order of priority as provided by law; then
- (b) To all of the Partners in proportion to their units of partnership interest in the Partnership.

#### ARTICLE VII General Provisions

7.1 Notices. Except as may otherwise be provided in this Agreement, any and all notices, consents, waivers, or other instruments shall be in writing, signed by the party concerned, and shall be deemed properly given if delivered in person or sent by registered or certified U.S. mail, postage prepaid, addressed (i) in the case of the Partnership, to the Partnership at the principal place of business of the Partnership, or (ii) to such Partner at the address first of record in the Partnership books (until changed by such Partner by notice to the Partnership).

7.2 Arbitration. Any controversy or claim arising out of or relating to any provisions of this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the State of Connecticut, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party shall be responsible for her or his own costs.

7.3 Applicable Law. This Agreement and the rights of the Partners shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut.

7.4 Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

7.5 Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in a number of counterparts on the day and year above written.

In the presence of:

Leslie Bull  
Jan d/f

Stephen Wilkes

Yessie Bull

Jan 24/2

Bette Wilkes  
Bette Wilkes

Yessie Bull

Jan 24/2

Stephen Wilkes  
Stephen Wilkes, as Custodian for Jennie Wilkes

Yessie Bull

Jan 24/2

Bette Wilkes  
Bette Wilkes, as Custodian for Sam Wilkes

STATE OF CONNECTICUT     )  
                                      ) ss.  
COUNTY OF FAIRFIELD     )

Personally appeared Stephen Wilkes and Bette Wilkes, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed in the capacities aforesaid, before me.

  
Notary Public  
**SANTA IRAOLA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2008

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# EXHIBIT C



Standard Screen

Sender ABA: 011500858 Name: WASH TR WESTERLY  
Receiver ABA: 021000021 Name: CHASE Type Code: 1000  
Amount: 1,230,000.00 Bus Function Code: CTR Ref #: 090137

Originator: ID Code: Identifier:  
Name: Bruce Wilkes Adr: c/o trust operations  
Adr: Washington trust company Adr: Westerly ri

Beneficiary: ID Code: D Identifier: 140081703  
Name: Bernard madoff Adr:  
Adr: Adr:

Orig to Benef Info:  
If: Wilkes family relationship a/c 1cm565

Flag FI Info:

Ref MAD

MAD20040301 A1Q177IE 000040 URCFT0040 OMAD20040301 B1QGC06R 00421 0301 1414  
PDM:

END NOTES:





**Standard Screen**  
Sender AEA-01500638 Name: WALTER WESTERLY

Receiver A/R# 021000021 Name: CHASE Type Code: 1000  
Amount: 10,000.00 Bus Number Code: CTR Ref #: 050305

Original: ID-Code: Identifier:  
 Name: *John Wilson* Air c/o trust operations  
 Air working: *trust company* Air working: *in*

1. **Deputy: is now in**  
**Wine barrel & shoddy**  
 1. **11**

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**Dirig to Henry Ingho:**

## The Wilkes Family Partnership

**PL 60 PL 60:**

REF: MAD  
MAD20040309 A1Q177LE 00036 UNCF7006 CMAD20040309 B1Q2008 000604 0303 101?  
LOC NOTES: PDLC

# EXHIBIT D



**PLEASE RETURN THIS STATEMENT FOR INCOME TAX PURPOSES**



**PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES.**

Managed with  
 Madoff Securities International Limited  
 12 Berkeley Street  
 Mayfair, London W1J 8DT  
 Tel 020 7493 6222

**885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061**



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

**HELIXES FAMILY PARTNERSHIP**

17 CROOKED HOLE ROAD.  
WESTPORT CT 06880

1-CN865-3-0  
\*\*\*\*\*288  
89/03/11  
5

**32.650**

VERIZON COMMUNICATIONS  
WAS PART OF SBC

**MARKET VALUE OF SECURITIES.**

954-1

**PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES**

Attributed with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel: 020 7495 0222

885 Third Avenue  
New York, NY 10022  
(212) 239-2424  
800 334-1343  
Fax (212) 838-4061

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

MILKES FAMILY PARTNERSHIP

17 CROOKED HILE ROAD CT 06080  
WESTPORT

11/30/08  
1-CH045-3-0  
\*\*\*\*\*4268  
6

YEAR-TO-DATE SUMMARY											
GROSS PROCEEDS FROM SALES											



PLEASE RETURN THIS STATEMENT FOR INCOME TAX PURPOSES

# EXHIBIT E



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

MEMBER:  
FINRA NSX SIPC NSCC DTC

365 Third Avenue  
New York, NY 10022  
212 230-2924  
800 334-1343  
Fax 212 838-4961

08-01789-cgm Doc 3237-2 Filed 11/22/10 Entered 11/22/10 17:28:54 Exhibit B  
Pg 115 of 119

ORIGINATOR NO.	DELIVERED V.A.	ACCOUNT NUMBER	DR	TRANS. NO.	CODES			TRADE DATE	SETTLEMENT DATE
					TR	OP	SETT		
0646		1-CN865-4	D	41277	8	1		11/14/08	11/19/08
IDENTIFICATION NO.	CONTRA PARTY	CH. NUMBER			SPECIAL DELIVERY INSTRUCTIONS				

**WILKES FAMILY PARTNERSHIP**  
**17 CROOKED HILE ROAD**  
**WESTPORT CT 06880**

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
SLD	44	783790KLF	S & P 100 INDEX NOVEMBER 460 CALL	132444.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
3.000	13200.00	44.00				

Affiliated with:  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
Member of The London Stock Exchange



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

MEMBER:  
FINRA NSX SIPC NSCC DTC

885 Third Avenue  
New York, NY 10022  
212 230-2424  
800 334-1343  
Fax 212 838-4661

ORDERING NO.	DELIVERED VIA	ACCOUNT NUMBER	DIR	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE
0646		1-CN865-4	R	32627	8	1		11/14/08	11/19/08
IDENTIFICATION NO.		CONTRA PARTY							

SPECIAL DELIVERY INSTRUCTIONS

**WILKES FAMILY PARTNERSHIP**  
**17 CROOKED HILE ROAD**  
**WESTPORT CT 06880**

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
801	44	783790LFF	S & P 100 INDEX DECEMBER 430 CALL	114356.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MSC
26.000	114400.00	44.00				

Affiliated with:  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
Member of The London Stock Exchange



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

MEMBER:  
FINRA NSX SIPC NSCC DTC

885 Third Avenue  
New York, NY 10022  
212 236-2924  
800 334-1343  
Fax 212 839-4061

ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	DR	TRANS. NO.	TR	CAP	SETT	TRADE DATE	SETTLEMENT DATE
0646		1-CH865-4	R	45602	8	1		11/14/08	11/19/08
IDENTIFICATION NO.	CONTRA PARTY		C.I.A. NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

**WILKES FAMILY PARTNERSHIP**  
17 CROOKED HOLE ROAD  
WESTPORT CT 06880

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
B01	44	783790WJ1	S & P 100 INDEX NOVEMBER 450 PUT	162756.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
37.000	162800.00	44.00				

*Affiliated with:*  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
Member of The London Stock Exchange

**BERNARD L. MADOFF**  
**INVESTMENT SECURITIES LLC**  
**New York □ London**

**FINRA NSX SIPC NSCC DTC**

**885 Third Avenue  
New York, NY 10022  
212 230-2424  
800 334-1343  
Fax 212 838-4061**

21

WILKES FAMILY PARTNERSHIP  
17 CROOKED HOLE ROAD  
WESTPORT CT 06880

**132054-08**

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	AMOUNT
38,000	132,000.00	44.00				

**Affiliated with:**  
**Madoff Securities International Limited**  
12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
Member of The London Stock Exchange

**BERNARD L. MADOFF**  
**INVESTMENT SECURITIES LLC**  
 New York □ London

MEMBER:  
 FINRA NSX SIPC NSCC DTC

385 Third Avenue  
 New York, NY 10022  
 212 230-2424  
 800 334-1343  
 Fax 212 838-4061

ORIGINATOR NO.	DELIVERED VIA	ACCOUNT NUMBER	DIR	TRANS. NO.	TR	CDP	SETT	TRADE DATE	SETTLEMENT DATE
0646		1-CH865-3	R	21047	5	1		11/10/08	11/12/08
IDENTIFICATION NO.	CONTRAPARTY		C/L NUMBER		SPECIAL DELIVERY INSTRUCTIONS				

**WILKES FAMILY PARTNERSHIP**  
**17 CROOKED HILE ROAD**  
**WESTPORT CT 06880**

WE	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	NET AMOUNT
BDT	2,000,000	912795K34	U S TREASURY BILL DUE 2/12/2009	1998720.00

PRICE	PRINCIPAL	COMMISSION	STATE TAX	INTEREST	FEE	MISC.
99.936	1998720.00					

Affiliated with:  
**Madoff Securities International Limited**  
 12 Berkeley Street, Mayfair, London W1J 8DT. Tel 020-7493 6222  
 Member of The London Stock Exchange